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holland v. The Washington Match Co. (1904), — Wash. —, 77 Pac. Rep. 497.

The doctrine announced in this case is undoubtedly sound, *Speed v. Hollingsworth*, 54 Kan. 436; *Faribault v. Sater*, 13 Minn. 223; *Cottrill v. Krum*, 100 Mo. 397, 18 Am. St. Rep. 549, though the facts would almost seem to warrant an application of the rule, that where the exercise of ordinary prudence would have prevented deception, no relief will be given. *Moore v. Turbeville*, 2 Bibb 202, 5 Am. Dec. 642; *Morrill v. Madden*, 35 Minn. 493. The doctrine of caveat emptor does not apply to the purchase of the right to sell an invention, *Heater Co. v. Heater Co.*, 32 Fed. 723, nor need the vendee inspect the public records to ascertain what is covered by a patent. *David v. Park*, 103 Mass. 501; *Rose v. Hurley*, 39 Ind. 77; *McKee v. Eaton*, 26 Kan. 226. Where, however, an opportunity is given the vendee to test a machine, and he relies on statements made by the vendor, concerning such test, he is bound thereby. *Machine Works v. Meyer*, 15 Ind. App. 385; 44 N. E. 193.

GUARDIAN—APPOINTMENT—JURISDICTION—SALE OF WARD'S LANDS.—The Probate Court of the county in which a minor's lands were located, the minor being domiciled in an adjoining county, issued letters of guardianship of the person and estate of the minor, and upon application, made its order directing the sale of the minor's interest in the real estate situated in said county, under which the interest of the minor was sold. A guardian subsequently appointed by the Probate Court of the county in which the minor was domiciled brought an action of partition. *Held*, that the proceedings in the Probate Court in the county which was not the domicile of the minor were void and that the guardian's deed was void as against the purchaser at such guardian's sale, and also void as against his grantee. *Connell v. Moore et al.* (1904), — Kan. —, 78 Pac. Rep. 164.

The statutes of most of the states provide that the court having jurisdiction to appoint a guardian is that of the county of the ward's residence. Appointments made in disregard of this provision are usually held void. *Estate of Taylor*, 131 Cal. 181; *The Modern Woodmen of America v. F. S. Heston as Guardian, etc.*, 66 Kan. 129. This, however, has not always been the case, *Judge of Probate v. Hinds*, 4 N. H. 464. The Kansas statute did not contain a special provision designating what Probate Court would acquire jurisdiction of the person and estate of minors. The decision of the court was based on the clear and reasonable inference drawn from the statute that the Probate Court having jurisdiction was that of the county in which the minor was domiciled, citing *De Jarnett v. Harper*, 45 Mo. App. 415; also that the Legislature would not be presumed to act against the interests of minors.

MARINE INSURANCE—ABANDONMENT UNDER VALUED POLICY—RIGHT TO DAMAGES RECOVERED.—A vessel, insured under a valued policy, was sunk in a collision through the fault of the other vessel. The owners of the wrecked ship, which was an actual total loss, made formal abandonment to the insurers and gave them a bill of sale. The insurers settled to the full amount of their policies. After this, the insured libelled the vessel in fault and recovered as damages the full value of the vessel lost, an amount largely in excess of the